

**Martin Luther College**  
**Policy on Pets, Service Animals, and**  
**Emotional Support Animals for Students**

With the exception of approved Service or Emotional Support Animals (ESA) for students with disabilities, animals, including pets, are not permitted in Martin Luther College student housing.

Martin Luther College is committed to providing reasonable accommodations to qualified students with disabilities. Students with disabilities who require the use of Service or ESA as reasonable accommodation may be permitted to bring such animals on campus provided that they comply with the College's policies regarding such animals. Students who seek to bring a Service or ESA to campus must complete a first contact with the VP for Student Life at (507-354-8221 ext.289), who coordinates disability accommodations for Martin Luther College. The VP for Student Life will determine on a case-by-case basis, approval of student's request for a (one) Service or Emotional Support Animal. When necessary and appropriate to the determination, this office will collaborate with other offices on campus, and may share information related to the student's request on a confidential, need-to-know basis, such as with Dorm staff and MLC's Health Services. In making this determination, the College will consider the needs of the student as well as the impact of the animal on the campus community. Students seeking to have a Service or ESA in residential housing must complete the appropriate Request for Service or Emotional Support Animal Accommodations form and submit a request for review each academic year. The approval of a request is animal-specific and is not transferable to another animal.

A request for a residential Service Animal or ESA should be submitted prior to the time housing selection begins for the upcoming year, if the need is known at that time. The animal must not be in residence prior to approval. Students and their roommates who have an unapproved animal in their residence are subject to disciplinary action. Regular follow up visits will be made to ensure that the animal has been removed.

## **Section I. Definitions**

### *Service Animal*

A "Service Animal" is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Other animals do not qualify as Service Animals. Examples of work or tasks provided by a Service Animal include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, and alerting and protecting a person who is having a seizure. Service Animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the functional limitations of the person's disability. Animals whose sole function is to provide comfort or emotional support do not qualify as Service Animals.

### *Emotional Support Animal*

“Emotional Support Animals” (or ESAs) are (1) animals that provide assistance, or perform tasks for the benefit of the person with a disability, or (2) animals that provide emotional support which alleviates one or more identified symptoms or effects of an individual’s disability. Some, but not all, animals that assist persons with disabilities are professionally trained. Other ESAs are trained by their owners. Unlike a Service Animal, an ESA does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. ESAs may be considered for access to college housing however, they are not permitted in any other areas of the college.

### *Pet*

A “pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service or an Emotional Support Animal. Students are not permitted to keep or bring pets on college property or in college housing.

### *Approved Animal*

An “Approved Animal” is a Service or Emotional Support Animal (one animal) that has been permitted in Martin Luther College’s housing as a reasonable accommodation under this policy.

### *Owner/Handler*

The “Owner” or “Handler” is the resident student who has been permitted to keep an Approved Animal in housing under this policy.

## **Section II. Service Animals**

A resident student seeking to keep a Service Animal in housing must make a formal request to the VP for Student Life. To do so, the resident student must submit a completed Request for Service Animal form and appropriate documentation from a medical provider. If the need for the Service Animal arises after the student is already placed in housing, then the student should provide the required application form and disability documentation to the VP for Student Life at least 30 days prior to the date the student would like to bring the animal to campus housing.

When the need for a Service Animal is not readily apparent, the College may request additional documentation in support of the request for the purpose of verifying the student’s disability, and determining whether an animal qualifies as a service animal, namely: (i) that the Service Animal is required due to the functional limitations of the requesting student’s disability, (ii) what work or tasks the Service Animal has been trained to perform for the benefit of the requesting student, (iii) whether the Service Animal in question would pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (iv) whether the Service Animal in questions would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, the VP for Student Life and/or appropriate Dorm staff will arrange a meeting with the requesting student. This policy will be reviewed with the resident student at that time.

When the necessary and appropriate, collaboration with other College offices may take place to determine if there are any issues that may negatively impact the requesting student's ability to effectively control and provide a safe environment for the Service Animal. Once the VP for Student Life completes the review, the decision will be provided in writing to the student.

The requesting student may appeal a denial of a request for a Service Animal within five business days of being notified by contacting the VP for Administration and following the same process as any other appeal.

If the request for a Service Animal is approved, the requesting student will be asked to sign a Student Statement for Approved Animals form, Approved Signatures form, Animal Registration form for Service Animal and an Owner/ Handler Agreement that includes the provisions of this policy.

If the request for a Service Animal is approved, Dorm staff will make a reasonable effort to notify the other residents in the community where the Service Animal will be located. This notice will be limited to information about the animal's presence; there will be no disclosure of the student's disability. Other resident students with medical condition(s) who are directly and negatively impacted by animals (e.g. respiratory diseases, asthma, severe allergies) are asked to contact the VP for Student Life, who coordinates disability accommodations for Martin Luther College, if they have a health or safety related concern about exposure to a Service Animal. Such affected students may be eligible for a disability accommodation when living in proximity to a Service Animal.

Martin Luther College will collaborate, as necessary, to resolve conflicts related to a Service Animal. Staff members will consider the needs and/or accommodations of all residential students involved.

Any roommates of the Owner must agree that the Service Animal will be in residence with them. In the event that one or more roommates do not approve, either the Owner and the Service Animal or the non-approving roommate(s), as determined by the Dorm staff, may be moved to a different location. Roommates will be asked to sign the Approved Signatures form and the Roommate Agreement.

The behavior, noise, odor and waste of a Service Animal must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Dorm staff. Dangerous animals are not permitted.

*The following pertains to the health and well-being of a Service Animal:*

- **Vaccination:** In accordance with local ordinances and regulations, the Service Animal must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Local licensing requirements must be followed. The College may request updated verification regarding a Service Animal's vaccinations at any time during the animal's residency.
- **Health:** Service Animals must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may

include a vaccination certificate or veterinarian's statement regarding the animal's health. The College has authority to direct that the Service Animal received veterinary attention in appropriate circumstances.

- **Training:** Service Animals must be individually trained to do work or perform tasks for the benefit of the individual with a disability.
- **Control:** The Owner must be in full control of the Service Animal at all times. The Service Animal must generally be on a leash, harness, or other tether unless the Owner's disability prevents its use, or the use of one would interfere with the Service Animal's ability to be of service.
- **Cleanliness:** It is the Owner's responsibility to remove and properly dispose of any waste. A Service Animal must be clean and well groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks or other pests are detected through inspection, the impacted housing will be treated using approved fumigation methods by a College approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond normal required pest management. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of furniture, just as all residents are responsible for damages to property.
- **Other Conditions:** The VP for Student Life and/or Dorm staff may place other reasonable conditions or restrictions on the Service Animal depending on the particular facts and circumstances, including the nature and characteristics of the Service Animal.

### **Section III. Emotional Support Animals (ESA)**

Under the Fair Housing Act (FHA) a person with a disability may keep an Emotional Support Animal (ESA) in the individual's dwelling when there is an established need for the therapeutic nature of the animal that is connected to the individual's disability. An Emotional Support Animal provides emotional support to persons with disabilities who have a disability related need for such support. The ESA must be indicated as necessary for an individual with a disability by an appropriate and relevant healthcare professional.

A resident student seeking to keep an ESA in housing must make a formal request to the VP for Student Life who coordinates disability accommodations for Martin Luther College. To do so, the resident student must submit a completed Request for Service or Emotional Support Animal Accommodation form, Request for Emotional Support Animal form and appropriate documentation from a medical provider by the deadline established for medical requests along with the application for housing prior to the fall housing process. If the need for an ESA arises after the student is already placed in housing then the student should provide the required request form and documentation to the VP for Student Life at least 30 days prior to the date the student would like to bring the animal to campus.

The College may request additional clarification and medical documentation for a physician, psychiatrist or psychologist, including (i) verification of the student's disability, (ii) statement on how the animal serves as an accommodation for the documented disability, (iii) statement on how the need for the assistance animal relates to the ability of the student to use and gain benefit from College housing; (iv) statement on whether the animal in question would pose direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (v) statement on

whether the animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, the VP for Student Life will arrange a meeting with the requesting student. This policy will be reviewed with the resident student at that time.

When necessary and appropriate, collaboration with other college offices may take place to determine if there are any issues that may negatively impact the requesting student's ability to effectively control and provide a safe environment for the ESA. Once the VP for Student Life completes the review, the decision will be provided in writing to the student.

The requesting student may appeal a denial of a request for an ESA within five business days of being notified by contacting the VP for Administration and following the same process as any other appeal.

If the ESA is approved, the requesting student will be asked to sign a Student Statement for Approved Animals form, Approval Signatures form, Animal Registration Form for Emotional Support Animal, and an Owner/Handler Agreement that includes the provisions of this policy.

If the request of an ESA is approved, the Dorm staff will make a reasonable effort to notify the other residents in the community where the ESA will be located. This notice will be limited to information about the animal's presence; there will be no disclosure of the student's disability. Other resident students with medical condition(s) who are directly and negatively impacted by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the VP for Student Life, who coordinates disability accommodations for Martin Luther College, if they have a health or safety related concern about exposure to an ESA. Such affected students may be eligible for a disability accommodation when living in proximity to an ESA.

Martin Luther College will collaborate, as necessary, to resolve conflicts related to an ESA. Staff members will consider the needs and/or accommodations of all resident students involved.

Any roommates of the Owner must acknowledge that the ESA will be in residence with them. In the event that one or more roommates do not approve, either the Owner or the ESA or the non-approving roommates, as determined by the Dorm staff, may be moved to a different location. Roommate will be asked to sign the Approved Signatures form and the Roommate Agreement.

*The Owner/Handler must comply with the following provisions regarding behavior and care of an Emotional Support Animal:*

1. The behavior, noise, odor, and waste of an ESA must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Dorm staff.
2. Dangerous, poisonous, and illegal animals are not permitted.
3. The ESA must be contained within the Student Handler room at all times, except as required for transportation off-campus or to eliminate waste. While outside the Owner's housing, the animal must be in an animal carrier or controlled by leash or harness.

4. When transporting the animal outside housing, the Owner of an ESA shall carry an Approved Letter from the VP for Student Life and/or appropriate Dorm staff, documenting that the animal is an Approved Animal.
5. ESA's are only permitted in the Owner's room in housing.
6. ESA's are not permitted in any other areas of Martin Luther College.

*The following pertains to the health and well-being of an Emotional Support Animal:*

- **Vaccination:** In accordance with local ordinances and regulations, the ESA must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing requirements must be followed. The College may request that the Handler provide updated verification regarding an ESA's vaccinations at any time during the animal's residency.
- **Health:** ESA's must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may include a vaccination certificate or veterinarian's statement regarding the animal's health. The College has authority to direct that the ESA receive veterinary attention in appropriate circumstances.
- **Control:** The Owner must be in full control of the ESA at all times. The ESA must generally be on a leash, harness, or other tether (or in an appropriate cage), while in housing, unless the Owner's disability prevents its use, or the use of one would interfere with the ESA's ability to be of service. The College will make such determinations on a case-by-case basis and notify the Owner about leash or cage requirements.
- **Cleanliness:** It is the Owner's responsibility to remove and properly dispose of any waste. An ESA must be clean and well groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks, or other pests are detected through inspection, the residence hall will be treated using approved fumigation methods by a Martin Luther College approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond normal required pest management. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of furniture, just as any other resident is responsible for damage to property.
- **Other Conditions:** The VP for Student Life and/or Dorm staff may place other reasonable conditions or restrictions on the ESA depending on the particular facts and circumstances, including the nature and characteristics of the ESA.

#### **Section IV. Owner/Handler's Responsibilities for Approved Animals in Housing**

The Owner is responsible for assuring that the Approved Animal does not unduly interfere or adversely affect the routine activities of other residents and neighbors. In addition, the Approved Animal must not pose a threat to the health, safety, or property of anyone in the community. If the College determines that the Approved Animal threatens the health, safety, or property of anyone in the community, or that the Approved Animal is adversely affecting Martin Luther College programs and activities, the College will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

The care and supervision of the Approved Animal is solely the responsibility of the Owner. The Owner is responsible for ensuring the safety of the Approved Animal and the community. The Owner must not have any past or current student conduct issues that may impact the Owner's ability to care for and effectively control an animal. In addition, the Owner must not have a history of abuse or irresponsible behavior related to the Approved Animal or others that negatively impacts the Owner's ability to ensure the safety of the Approved Animal community. If Martin Luther College determines that such conduct issues are negatively impacting the safety of the Approved Animal or the community, the College will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

The Owner is responsible for ensuring the cleanup of the Approved Animal's waste (e.g. urine, excrement, fur, cage shavings, etc.) in an outdoor dumpster. Animals, their crates, litter boxes and other related materials may not be cleaned in the common bathrooms. Indoor animal waste must be placed in a sturdy plastic bag before disposal in an outdoor dumpster.

A sign will be affixed outside the Owner's unit as a notification to the Dorm staff and residents that an animal resides in the unit. The Owner or a roommate needs to be present during any scheduled maintenance visit.

The Owner is financially responsible for the Approved Animal, including for any bodily injury or property damage caused by the Approved Animal. The Owner's financial responsibility may include replacement of furniture, window, wall covering, and costs of damage to other College owned property, just as any other resident would be responsible for damage. The Owner is expected to cover these costs at the time of repair and/or move-out.

The Owner is responsible for any expenses incurred for required cleaning above and beyond a standard cleaning or for repairs to College premises, just as any other resident would be responsible. Any such damages will be assessed after the Owner and Approved Animal vacate housing. The College shall bill the student account for unmet obligations.

The Owner must notify the VP for Student Life and the Dorm staff in writing if the Approved Animal is no longer needed or is no longer in residence. To replace an Approved Animal, the Owner must file all new forms pursuant to Section II or Section III of this policy, as appropriate.

The Owner's residence may be inspected for pests as needed. Dorm staff or Maintenance staff will schedule any such inspection. If pests are detected upon inspection, the residence room or hall will be treated using fumigation or other methods by a College-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond routine pest management in the residence halls.

From time to time, the College may use pesticides, pest control devices, de-icing materials, cleaning supplies, and other materials for the maintenance and operation of housing. The College is not responsible for any harm to Approved Animals cause by such materials.

The Student Handler agrees to indemnify and hold harmless Martin Luther College from any liability, injury or property damage resulting from the presence or actions of the ESA, during the time that the ESA is on College owned or operated premises.

The Owner must take the animal with them when leaving campus for a prolonged period of time, and may not leave the Approved Animal in the care of any other resident overnight. Approved Animals may not be left overnight in housing without notification to and approval by Dorm staff.

Dorm staff may relocate the Owner and Approved Animal as necessary according to the needs of Martin Luther College's housing department. The College also reserves the right to modify or revise the implementation plan as needed.

The Owner agrees to continue to abide by all other College policies, including housing policies. Any violation of this policy may result in immediate removal of the Approved Animal from the College.

Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the Martin Luther College Housing term.

## **Section V. Exclusion of Animals**

If Martin Luther College determines that an Approved Animal threatens the health, safety or property of anyone in the community or conflicts with another Approved Animal, or that animal is adversely affecting Martin Luther College programs and activities, the College will take appropriate measures up to and including a determination that the Approved Animal may no longer be permitted in a campus residence facility. This decision will be made by the VP for Student Life and Dorm staff.

An animal may be excluded from a residence if that animal's behavior, such as barking or displaying aggressive behavior, is disruptive to the other residents. This decision will be made by the VP for Student Life and Dorm staff.

If the College determines that the student's behavior negatively impacts the student's ability to ensure the safety of the animal or the community the College will take the appropriate measures, up to and including the determination that the Approved Animal may no longer be permitted on campus.

## **Section VI. Removal of Animal**

The student may be required to remove the animal from College facilities if the animal fails to comply with this addendum or existing College Housing policies. The following describes behaviors which may result in the removal of the animal:

- **Disruptive Behavior:** Unruly or disruptive (e.g., biting, barking, howling, growling, aggression) behavior is prohibited. If such behavior persists, the Owner may be prohibited from having the animal until the Owner takes necessary remedial steps to correct the animal's behavioral problems. It is the Owner's responsibility to contact the VP for Student Life and Dorm staff if he/she witnesses disruptive behavior by the animal.
- **Uncleanliness:** Failure to properly clean up and dispose of the animal's waste is prohibited. The animal must be sufficiently groomed, clean, and free from offensive odor. If necessary, the Owner must arrange for assistance with clean-up through family, friends, advocates, or an



Alternate Caregiver. This is not the responsibility of roommates, Dorm staff or other Martin Luther College employees.

- **Emergencies:** In the case of the Owner suffering an emergency, and in need of hospitalization or otherwise indisposed, an Alternate Caregiver must be available to pick up and care for the animal away from campus.

In cases where the animal has been removed, permission to bring the animal back is at the discretion of the VP for Student Life.